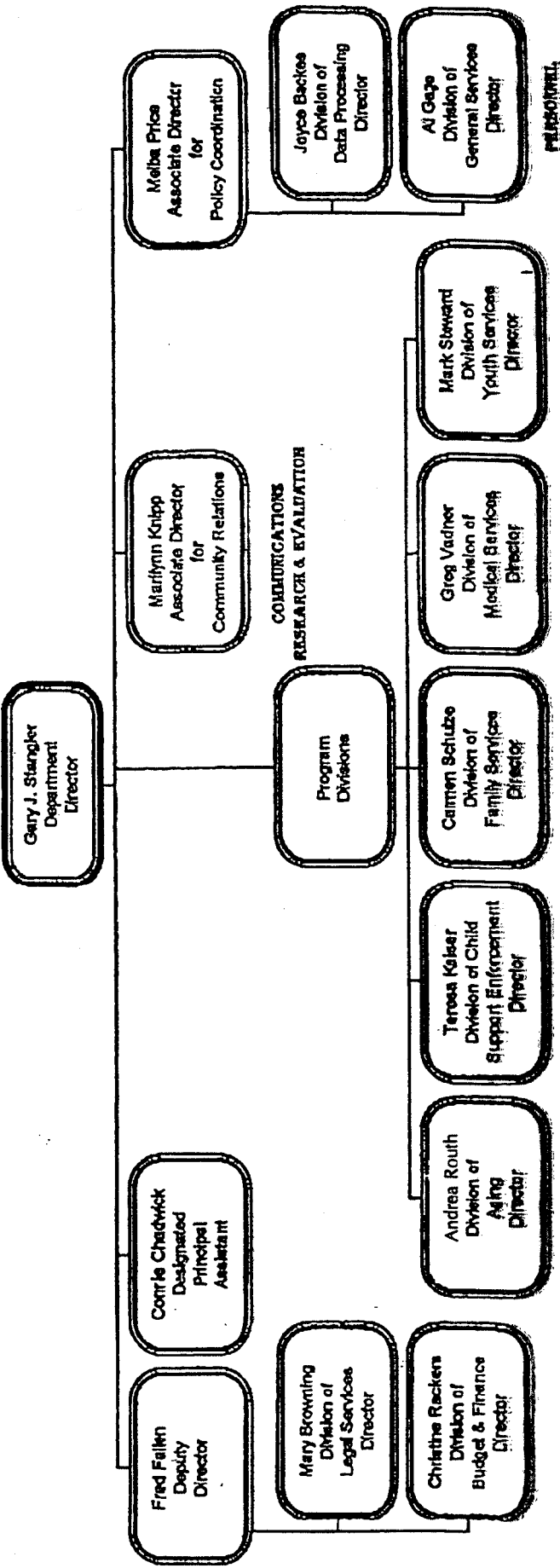
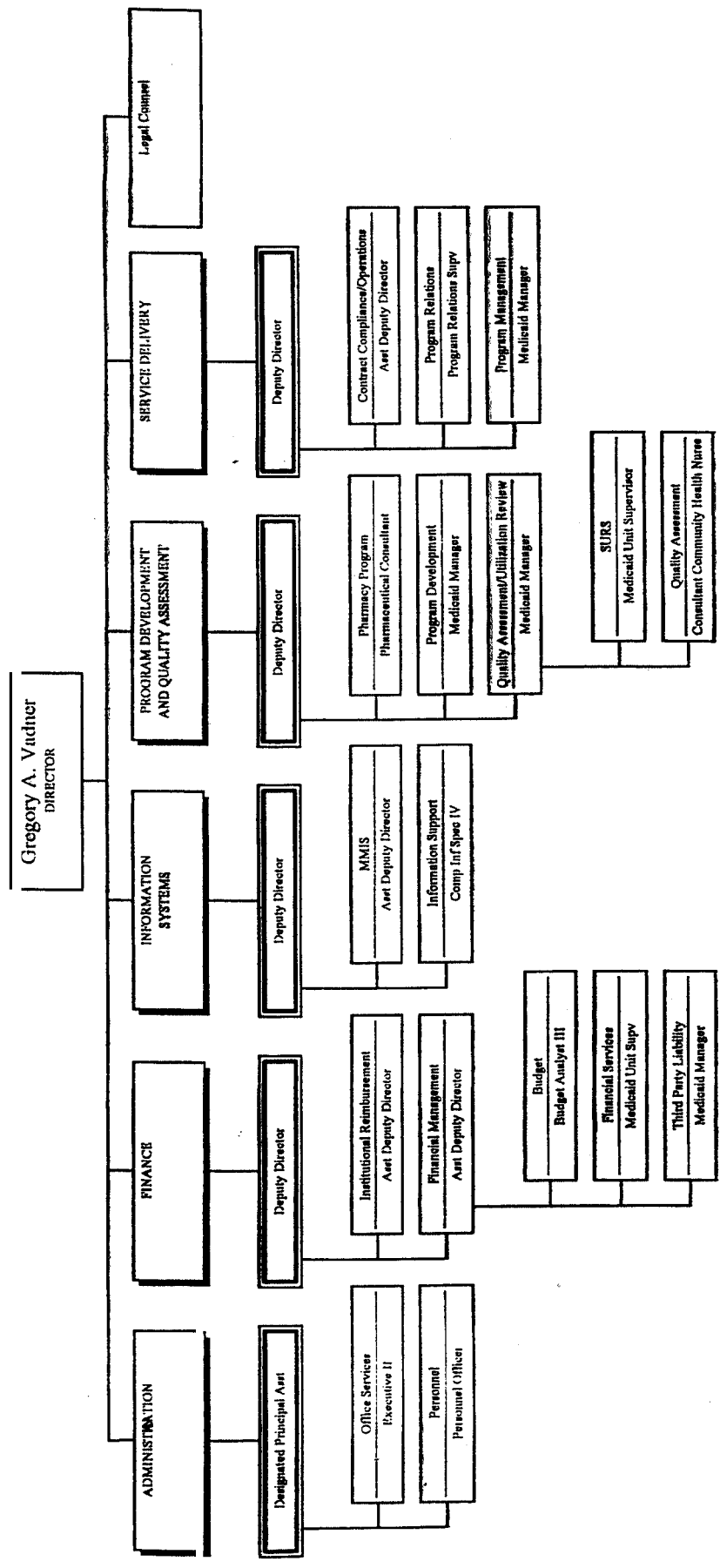


Attachment 1

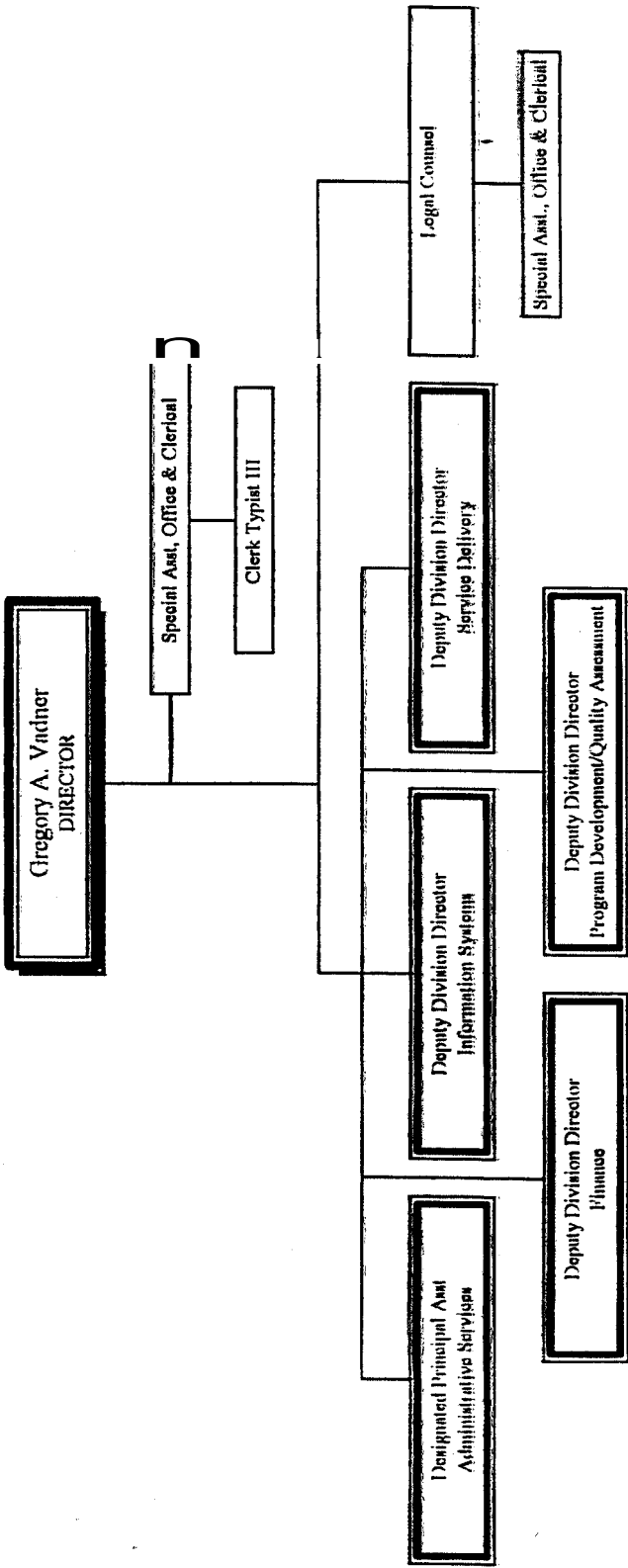
Division of Medical Services Organizational Charts



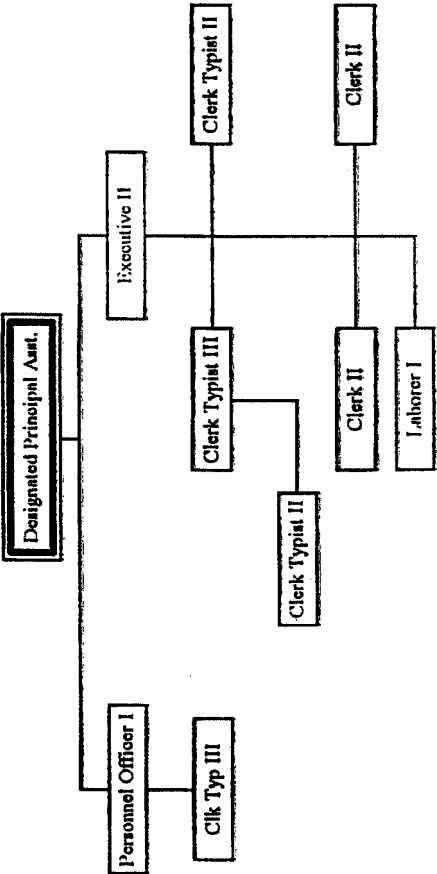
MO DIVISION OF MEDICAL SERVICES



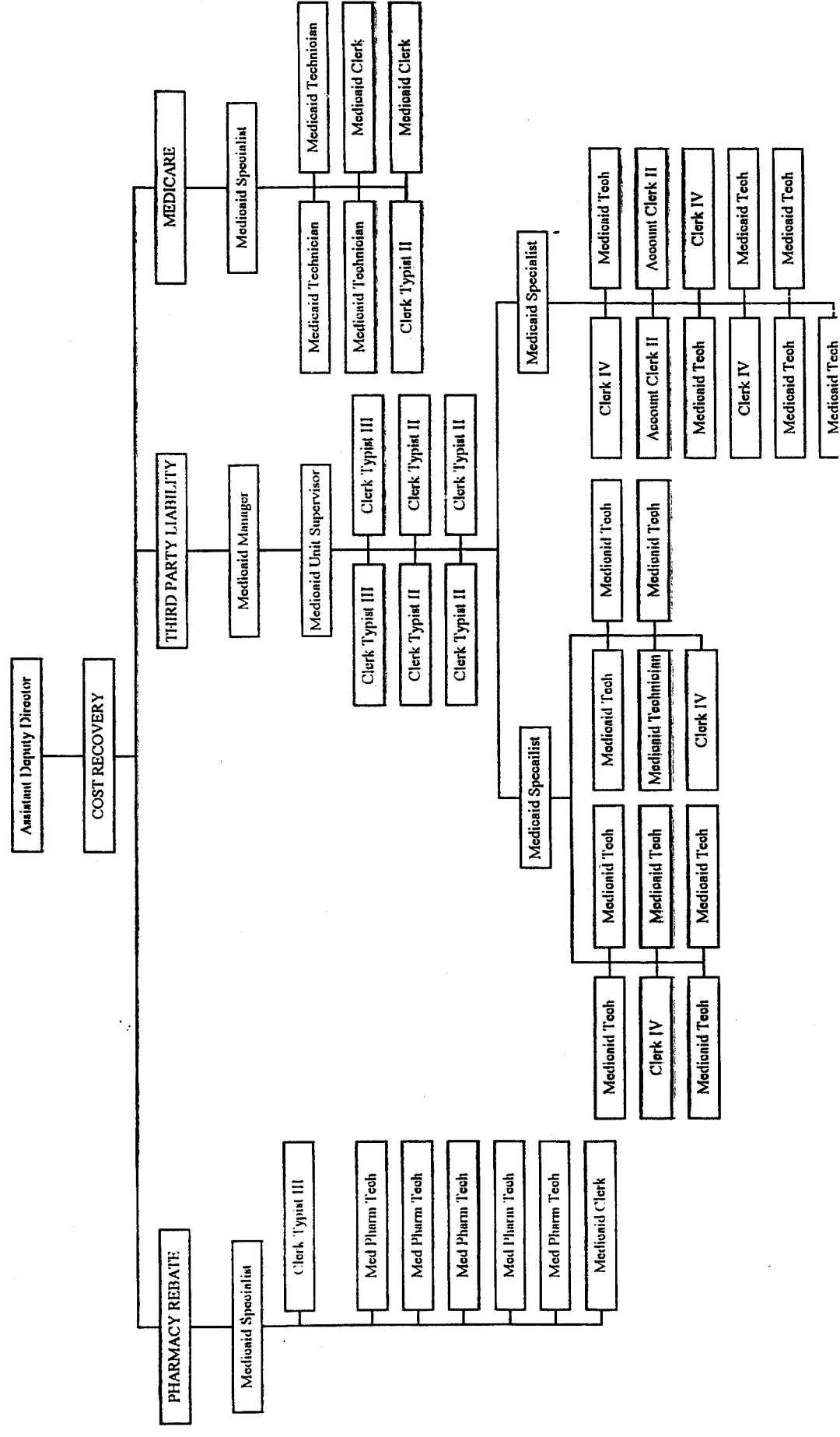
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ADMINISTRATIVE SERVICES

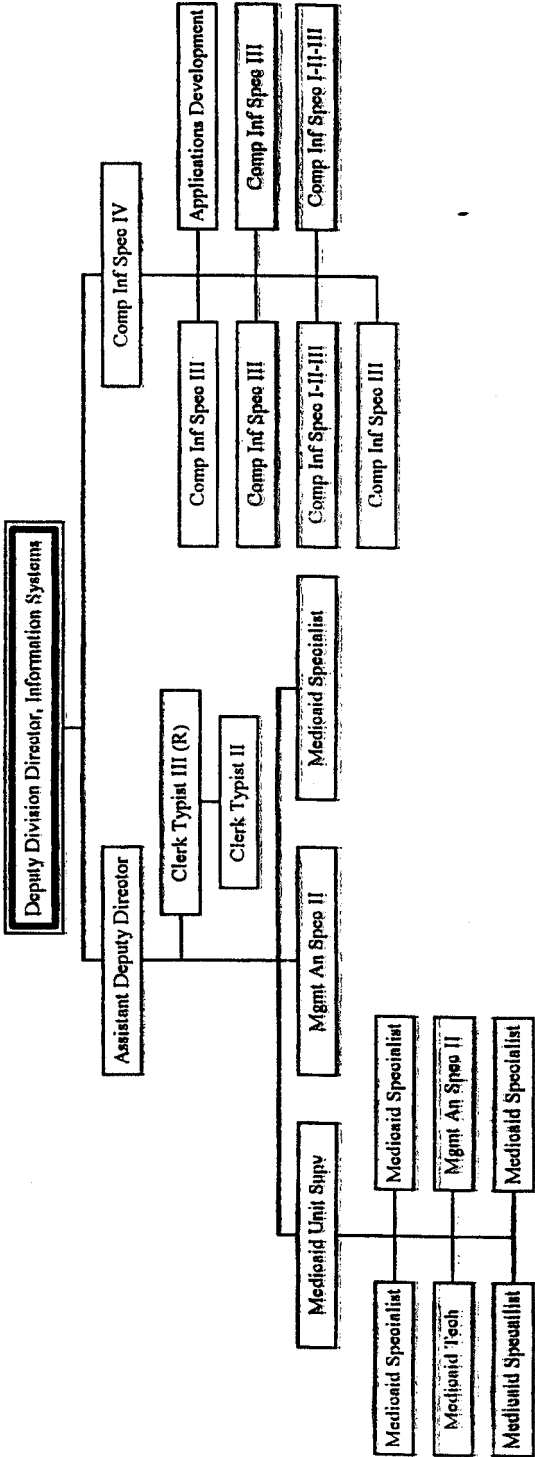


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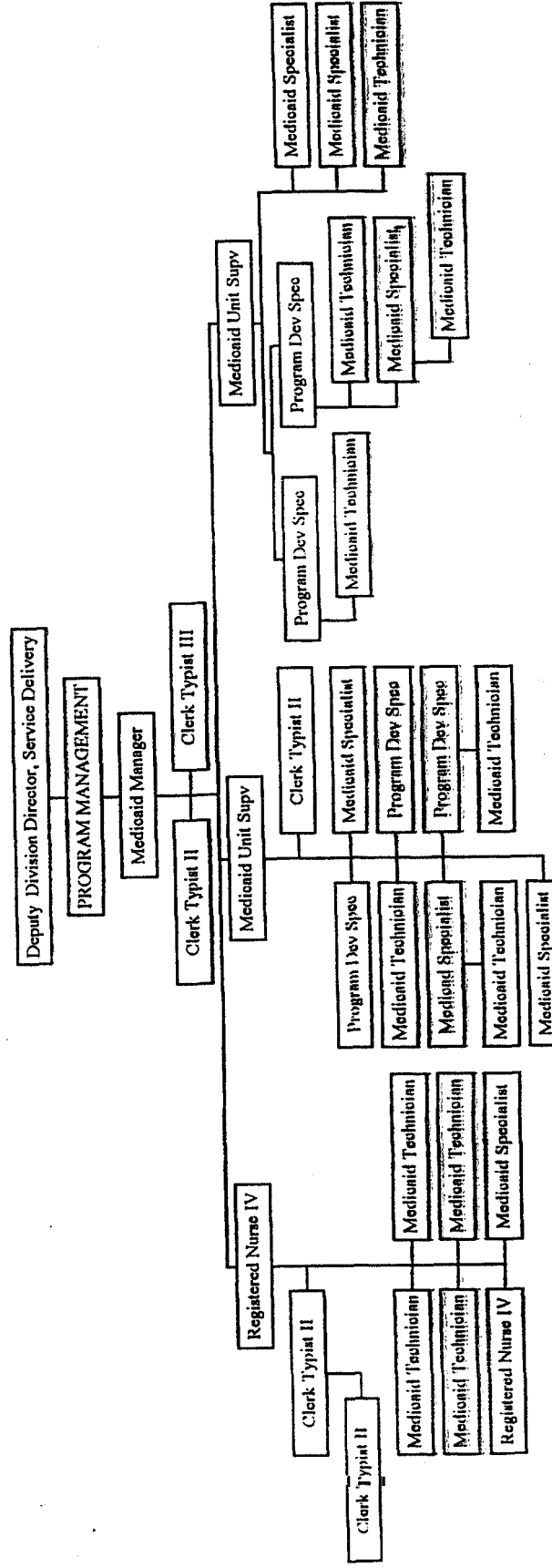
INFORMATION SYSTEMS

March 2, 1998



SERVICE DELIVERY

36



Attachment 2

MC+ Contracts

Provided Separate From This Binder

Attachment 3

Health Benefits Manager RFP



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
INVITATION FOR BID

IFB NO. B800171
TITLE MC+ Health Benefits Manager
ISSUE DATE 11/07/97

REQ: 886801303
BUYER Mary Call
PHONE NO.: (573)751-1695
E-MAIL: callm@mail.ca.state.mo.us

RETURN BID NO LATER THAN: 12/19/97 AT 2:00 PM

RETURN BID TO: DMSION OF PURCHASING AND MATERIALS MANAGEMENT
301 WEST HIGH STREET, ROOM 580
PO BOX 809
JEFFERSON CITY MO 65102-0809

CONTRACT PERIOD: Date of Award through June 30,1999

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS

AUTHORIZED SIGNATURE.		DATE
PRINTED NAME		TITLE
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.
PHONE NO.	FAX NO.	E-MAIL ADDRESS

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS			
CONTRACT NO.		CONTRACT PERIOD	
BUYER	DATE	DIRECTOR	

1. INTRODUCTION AND GENERAL INFORMATION**1.1 Introduction:**

This document constitutes an invitation for competitive, sealed bids for the Health Benefits Manager for the Missouri Medicaid Managed Care Plus program as set forth herein-

1.2 Organization:

This document, referred to as an Invitation for Bid (IFB), is divided into the following parts:

1.2.1 Introduction and General Information

1.2.2 Contract Requirements

1.2.3 Bid Submission Information

1.2.4 Pricing Page

1.2.5 Exhibits A - G

- a. Exhibit A - Prior Experience
- b. Exhibit B - Expertise of Bidders Personnel
- c. Exhibit C - Method of Performance
- d. Exhibit D - Schedule of Events
- e. Exhibit E - Documentation of Minority Participation
- f. Exhibit F - Documentation of Good Faith Effort
- g. Exhibit G - Affidavit of MBE Status

PARAGRAPH 1.2.6 HAS BEEN REVISED BY AMENDMENT #001

1.2.6 Attachments 1 - 10

- a. Attachment 1 - Statistics regarding Regions, Number of Plans, & MC+ Eligibles
- b. Attachment 2 - Sample Enrollment Packet
- c. Attachment 3 - Contract Renewals List
- d. Attachment 4 - Historical Statistics on Auto-Assigns
- e. Attachment 5 - Example of Current Confirmation Notice
- f. Attachment 6 - Draft of Baseline Health Status Questionnaire
- g. Attachment 7 - List of MC+ Transfer Reason Codes
- h. Attachment 8 - Copy of Record Layout for Provider Network File
- i. Attachment 9 - Historical Transfer Data

PARAGRAPH 1.2.6 j. HAS BEEN ADDED BY AMENDMENT #004

j. Attachment 10 - Overview of system and record layouts for information exchange

In the event this document was downloaded from the Division of Purchasing and Materials Management's Internet web site, the bidder must contact the buyer of record as indicated on the front page of this document to obtain copies of the attachments prior to submitting a bid. It shall be the sole responsibility of the bidder to request the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain copies of the attachments.

3

Pre-Bid Conference:

A pre-bid conference regarding this Invitation for Bid will be held on Friday, November 21, 1997, at 9:00 a.m., in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

- 1.3.1
- All potential bidders are encouraged to attend this conference. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this IFB will be discussed in detail.
- 1.3.2
- Bidders are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) days of the scheduled pre-bid conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.4

Background Information:

- 1.4.1
- Effective August 1, 1995, the State of Missouri introduced a new health care delivery program to serve Medicaid recipients that meet specified eligibility criteria. The goal is to improve the accessibility and quality of health services to Missouri's Medicaid population, while controlling the program's rate of cost increase.

a

The State of Missouri intends to achieve the goal by enrolling, through a Health Benefits manager, eligible Medicaid recipients in comprehensive, managed care plans that contract with the State to provide a specified scope of benefits to each enrolled member in return for a capitated payment made on a per month, per member basis.
- 1.4.2
- MC+ eligible groups and regions: For the purposes of this IFB, the MC+ population currently includes low income families, refugees, pregnant women, poverty children and children in the care and custody of the State of Missouri; all who reside in the four current regions of the State where MC+ has been implemented, as listed below:

a

The Regions and the counties in each region are listed below:

(Eastern)	(Western)	(Central)	(Northwest)
<u>Region 1</u>	<u>Region 2</u>	<u>Region 3</u>	<u>Region 4</u>
Franklin	Cass	Audrain	Andrew
Jefferson	Clay	Boone	Atchison
S. Charles	Jackson	Callaway	Buchanan
St. Louis	Johnson	Camden	Caldwell
St. Louis City	Lafayette	Cariton	Carroll
	Platte	Cole	Clinton
	Ray	Cooper	Daviess
		Gasconade	Dekalb
		Howard	Gentry
		Miller	Grundy
		Moniteau	Harrison
		Monroe	Holt
		Montgomery	Livingston
		Morgan	Mercer
		Osage	Nodaway
		Pettis	Worth
		Randolph	
		Saline	

- b. Statistics regarding the regions, number of plans, and MC+ enrollees is shown on Attachment 1.

PARAGRAPH 1.4.2 c. HAS BEEN ADDED BY AMENDMENT #004

- c. In most cases, eligibility determinations are done ~~at~~ least once in a 12 month ~~period~~. In other cases, determinations may only be done if notice is received ~~that~~ there ~~has~~ been a change in the enrollee's income. The Division of Family Services makes eligiility determinations.

PARAGRAPH 1.4.3 HAS BEEN REVISED BY AMENDMENT #004

- 1.4.3 MC+ expansion: Expansion to the Southwest region is ~~targeted~~ for 1998 with OUTREACH ACTIVITIES SCHEDULED TO BEGIN IN February 1998 and open enrollment for approximately 54,000 MC+ eligibles scheduled to begin July 1, 1998 in the following counties: Barry, Barton, Cedar, ~~Christian~~, Dade, ~~Dallas~~, Douglas, Greene, Hickory, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Polk, ~~Shannon~~, Stone, Taney, Texas, Vernon, ~~Webster~~, and ~~Wright~~. There is also potential expansion of the current western, central, and eastern regions to include counties not yet determined.

PARAGRAPH 1.4.4 AND SUBPARAGRAPHS a., b., 1), 2) AND c. HAVE BEEN ADDED BY AMENDMENT #004

- 1.4.4 The Department of Social Services consists of five program divisions and four administrative support divisions.
- a. The program divisions ~~consist~~ of Aging, Child Support Enforcement, ~~Family~~ Services, Medical Services, and ~~Youth~~ Services. These divisions ~~are~~ responsible for policy formulations, organizing programs, and facilitating service delivery such ~~as~~: (1) assistance to children and their parents, (2) helping the elderly with in-home and institutional services, (3) assistance to troubled youth, and (4) provision of health ~~care~~ for the poor.
- b. The four administrative support divisions consist of Budget and Finance, Data Processing, General Services, and Legal Services.
- 1) The Division of Data processing provides support ~~services~~ to ~~all~~ agencies within the Department of Social Services related to Data processing needs and management, including maintenance and operation of the Department's computer systems and related data.
- 2) Currently, all ~~data~~ for the Division of Medical Services ~~goes~~ through the Division of Data Processing. In addition, there is an extensive information exchange between the state agency's fiscal agent contractor (currently GTE), the Division of Data Processing, and the Health Benefits Manager contractor (currently First Health). An overview of the system and record layouts ~~are~~ included herein as Attachment 10.
- c. Additional information about the divisions of the Department of ~~Social~~ Services ~~can~~ be found in the Official Manual. State of Missouri, 1997-1998, published by Rebecca McDowell Cook, Secretary of State.

PARAGRAPH 1.4.4 HAS BEEN RENUMBERED FROM 1.4.4 TO 1.4.5 BY AMEDMENT #004

- 1.45 Although an attempt has been made to provide accurate and up-to-date ~~information~~, ~~d e~~ State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

2 CONTRACT REQUIREMENTS**2.1 General Requirements:**

21.1 The contractor shall provide the services of a Health Benefits Manager ("*HBM*") on behalf of the State of Missouri, Department of Social Services, Division of Medical Services, hereinafter referred to as the "*state agency*" in accordance with the provisions and requirements set forth in this document.

- a The contractor shall provide education, outreach, and enrollment activities for Medicaid Managed Care Plus (hereinafter referred to as "*MC+*") eligibles under contract with the State of Missouri.

PARAGRAPHS b. AND c. HAVE BEEN REVISED BY AMENDMENT #004

- b Furthermore, the contractor shall implement, operate, *enhance*, and *maintain* a MC+ enrollment system with **all** ownership **rights** to the complete MC+ enrollment system transferred to the State of Missouri. The contractor shall enter and maintain **all** information **from** the **education**, outreach, and enrollment activities performed **per** the contract into such system. The contractor's system must be able to pull up a Primary **Care** Provider on-line and see **all** plan participation and effective dates for that Primary Care Provider. The contractor must have both an alpha and numeric on-line search since plans may not consistently use the same provider ID.
- c The contractor shall provide education, outreach, and enrollment activities for **1115** Waiver enrollees. The contractor must report the 1115 Waiver enrollees separately **from** other MC+ enrollees.

2.1.2 The contractor ~~shall~~ establish and maintain an office within the Jefferson City city limits for the performance of the **services** required herein. The contractor must **perform** all services to **the** sole satisfaction of the state agency.

2.1.3 Unless otherwise specified herein, the contractor shall furnish **all** material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Specific Requirements – Enrollment for MC+ New and Current Eligibles:

For MC+ new **and** current eligibles, the contractor shall perform the following enrollment Services and enrollment **education services** **for** new enrollments, on-going open enrollment, **transfers**, **and** re-enrollments. Such **services** shall **be for** current **regions** and **for** any additional **regions** and potential **expansion of current regions** that may be added at a later date including the southeast, southwest, and northeast regions.

2.2.1 Enrollment packets: The contractor must develop, revise, print, and distribute enrollment packets to each MC+ eligible.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- a **The contractor must develop the enrollment packet material in the English and Spanish language as specified by the state agency.** In addition, if required by the state **agene** at a later time, the contractor ~~shall~~ develop the enrollment packet material in other **languages**, or in large print and/or braille for the sight impaired, as needed. The contractor must Write the material in no higher ~~than~~ a sixth grade reading level. All enrollment packet contents and formats and all other materials must have the prior written approval of the state agency prior to publication and distribution.
- b The contractor must, **at a minimum**, include the following material in each enrollment packet:

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 1) Enrollment application with instructions, (only one enrollment application form listing all case members is necessary per case)
- 2) Informational brochure on the MC+ program including its benefits and use.

3) Information regarding each region specific participating health plan.

4) Information regarding toll free access to enrollment information and selection.

PARAGRAPH 221 b. 5) HAS BEEN REVISED BY AMENDMENT #004

5) **primary** Care Provider (PCP) listing from each participating health plan..

- This listing will be created initially from the provider file transmitted electronically from the health plan to the state agency and subsequently to the contractor..'
- The contractor must update and reprint the Primary Care Provider listing on a monthly basis using the daily provider demographic updates supplied by the **state** agency.
- **The** format of the Primary Care Provider **listing** will be **sorted** by region and will be limited to one line per provider containing: provider **name**, address, phone **number**, speciality (family practice, **pediatrics**, etc.), and **health** plan affiliations. The contractor is encouraged to develop a print **format** for the listing that reduces the bulk in the enrollment packet. However, the final format must be approved by the state agency.
- **See** also paragraph 2.7.9 b. for additional information..

6) Postage paid business reply envelope

7) **SSI** "special notice"

8) **Baseline Health Status form.**

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

c. For informational purposes, the existing enrollment packets for new eligibles and re-enrollment are included as Attachment 2. The existing enrollment packets weigh approximately 2.1 oz., but do not include the primary care provider listings. It **is** unknown what the primary care provider listings weigh. However, **as** of 1/1/98, there were approximately 3600, unduplicated by name, Primary Care Providers actively participating in MC+. Approximately **45%** are in the Eastern Region, **25%** in the Western **Region**, **20%** in the **Central** Region, and 10% in the Northwestern Region. In addition, the contractor shall agree and understand that additional materials may be requested **by** the state agency to be included in the enrollment packets at any time deemed necessary. Generally such changes are a result of requirements from HCFA. Aside from HCFA mandates, **significant** changes are not anticipated. However, the contractor **shall** update the materials at the **time** of re-enrollment for each region and for the Southwest region and any new region.

2.2.2 Enrollment packet for new eligibles: The contractor must **mail** the enrollment packet developed by the contractor **per** the above paragraph 2.2.1 to new MC+ eligibles within two (2) working **days of notification by the state agency of MC+ eligibility.**

PARAGRAPHS 2.2.3, 2.2.3 a., AND 2.2.3 b. HAVE BEEN REVISED BY AMENDMENT #004

2.2.3 Enrollment packet for open enrollment: For purposes of this document, there are **two types** of open enrollment. Recipients choosing a federally qualified health plan are locked in for six months and have an **open enrollment period** at six month intervals **as** which time **they may** choose another health plan. The second **type** of open enrollment refers to new health plan contract award for each region. **When** the State of Missouri enters in to new **contracts** with the same or different health plans in a particular region, all **MC+** recipients in that **region** go through **an** open enrollment with the **opportunity** to change health plans. Open enrollment dates **are** assigned by the state agency and provided **to** the contractor **on** a daily basis **on** the health plan assignment record or on the **open enrollment date change** record.

- a. The contractor must mail enrollment packets for **MC+** enrollees going through open enrollment at least one month prior to the **start** of their open enrollment period, The state agency will supply the contractor with **an** electronic file which contains the **open** enrollment periods for MC+ enrollees. For enrollees in a federally licensed health plan, the open enrollment is every **six months**, **with** the specific time depending **on** when **each** individual member **began** services in his/her plan.
- b. At least annually, the contractor must mail a notification letter to all other enrollees informing them of the right to transfer health plans. The contractor is not required to perform a separate **annual** mailing. The contractor **may** insert the notification letter in other **correspondence being mailed**.

PARAGRAPH 2.2.4 HAS BEEN REVISED AND SUBPARAGRAPHS a. AND b. HAVE BEEN ADDED BY AMENDMENT #004

- 2.2.4** Enrollment packet for reenrollment: At the time of health plan contract renewal **in** each of the regions (approx. every **two years**), the contractor must mail **an** enrollment packet **to all** enrollees in that region with upcoming plan choices. This mailing must take place approximately **45** calendar days prior to the effective date of the new health plan contracts for that region.
- a. If **an** enrollee is not changing plans, no action is required by the enrollee as **a** result of the mailing.
 - b. Attachment 3 contains a schedule of health plan contract renewals for each of the regions.

PARAGRAPH HAS BEEN ADDED BY AMENDMENT #004

- 2.2.5** In the event the contractor is notified of **a** lost enrollment packet, the contractor **must** replace the packet **by** re-mailing it to the recipient.

2.3 Specific Requirements – Enrollment for 1115 Waiver Enrollees:

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2.3.1** The contractor shall mail enrollment packets and must provide all enrollment activities **as** described herein for eligibles under the **1115** waiver amendment. The state **agency's** current **1115** waiver request targets **the** following populations:
- a. Uninsured children **with family** income up to 300 percent of the federal poverty level
 - b. **Uninsured** children attending schools **in** chapter **1** districts

- c. Adults transitioning off of welfare with family income level up to 300 percent of federal poverty level
- d. ~~Uninsured~~ noncustodial parents ~~with~~ family income level up to 100 percent of the federal poverty level
- e. ~~Uninsured~~ noncustodial parents actively participating in Missouri's Parents Fair Share program
- f. ~~Uninsured~~ custodial parents with family income level up to 100 percent of federal poverty level
- g. ~~Uninsured~~ women losing eligibility 60 days after delivery would be eligible for women's health services, regardless of income, for two years.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2.3.2 The Missouri 1115 Waiver amendment will extend health care to approximately 130,000 medically ~~uninsured~~ state wide in the first year of the waiver. The ~~start~~ of open enrollment is targeted for May 1, 1998 with an expected date of July 1, 1998 for services to ~~begin~~. Both dates are subject to change. The state anticipates that enrollment and transfer requests may be completed through a mail-in process, although 1115 waiver eligibles may enroll both by phone or mail, in the same manner as the current MC+ population.

24 Specific Requirements - Requests for Transfer:

The contractor must handle the transfer of MC+ enrollees to other health plans in accordance with the following. The contractor shall agree and understand that MC+ enrollees may request to transfer health plans at different times prior to or during their enrollment as stated below. The contractor must treat transfers differently depending on when the transfer is requested and the status of the current plan. Historical transfer data is included in Attachment 9.

- 2.4.1 Transfer requests during open or re-enrollment: During an open enrollment or reenrollment period, MC+ enrollees may make one or more requests to change/transfer their selection. The contractor shall permit changes through the last day of the open enrollment period with the effective date being fifteen days from the end of the open enrollment period. During re-enrollment, the contractor shall permit election changes up to 15 days prior to the close of the re-enrollment period.
- 2.4.2 Transfer requests following initial enrollment: Following their initial enrollment into a health plan, MC+ enrollees have the ~~first~~ thirty (30) calendar days following the effective date of their enrollment to transfer health plans for any reason.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- a. ~~After~~ the first 30 days, for enrollees in a federally licensed health plan, the contractor must refer ~~requests~~ for transfer to the state agency for review of ~~just~~ cause. If a ~~just~~ cause transfer is approved by the state agency, the contractor shall enter the transfer into ~~the~~ on-line enrollment system within 24 hours of ~~the~~ time notification is provided by the state agency of ~~just cause~~ approval. The contractor ~~must~~ notify the enrollee of the approval and the effective date of the transfer request on the same ~~day~~ as state agency approval. The effective date of a just caused transfer is fifteen days from the date of approval except in the case of ~~an~~ emergency which may be ~~as little as~~ three days. Currently, the state agency notifies the contractor of the results of the just cause review in written form. However, the contractor shall understand that the goal of the state agency is for the contractor to handle all enrollments. Therefore, other options exist such as (1) if the state agency enters the transfer, the information transmits directly to the contractor, or (2) if the state agency approves the transfer, the contractor systematically enters it.

- b. MC+ enrollees in a ~~state~~ qualified health plan may request to transfer without cause at any time. Such change shall be effective the ~~first~~ day of the ~~second~~ month following the request ~~or~~ fifteen days ~~for just cause~~.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #001

- c. Alternative care MC+ enrollees may request to transfer ~~without cause~~ at any time. The transfer request is effective fifteen ~~days from~~ the date of the *request*. For purposes of this document Alternative ~~care MC+~~ enrollees ~~shall~~ refer to an eligibility category that includes children in the custody of the Division of Family Services (DFS). Enrollments are handled differently because the state is involved to a great extent. Foster ~~parents are most commonly~~ involved in selecting a plan, however, ~~both DFS and/or the courts~~ may select a health plan for the child. The Division of Youth Services (DYS) ~~also has~~ custody of children enrolled in MC+ and will select the health plan based on placement. ~~DYS will~~ provide the contractor with a listing of facilities and DCN's with which to enter the enrollments. Children in ~~DYS~~ custody shall not be auto-assigned. ~~DYS children shall also be allowed to transfer without cause, as placement dictates.~~

2.5 Specific Requirements - Health Plan and Primary Care Provider Selection:

- 2.5.1 The contractor shall ~~assist~~ all MC+ eligibles in making a choice of health plans, in choosing Primary Care Providers, and in transfers to another health plan.

- a. The contractor shall provide the MC+ eligibles ~~with~~ education about managed care in general and with information about the health plans and available Primary Care Providers. The contractor must make every attempt to achieve ~~an~~ auto-assign rate of 20 percent or less. This would include any situation where the MC+ eligible or enrollee is required to make a choice. This does not include newborn or re-assignments. Alternative care MC+ eligibles have 90 days to choose a plan before auto-assignment occurs.
- b. The contractor must provide toll-free telephone access and a P.O. Box mailing address for MC+ eligibles to make a choice of health plan, Primary Care Provider, and/or to request a ~~transfer to another health plan.~~

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

2.5.2 State assignment of health plan:

The contractor must provide all MC+ eligibles with the opportunity to select a health plan and a Primary Care Provider. New applicants are encouraged to ~~make~~ a selection at the time of approval, although such selection is not ~~required~~. The contractor ~~shall~~ be ~~notified~~ by nightly batch on the same day the MC+ eligible is approved. ~~As stated~~ in paragraph 2.2.2 for new eligibles, the contractor shall mail an enrollment packet to the recipient, by no later ~~than~~ two (2) working days after notification by the state agency of MC+ eligibility approval.

- a. If a recipient does not make a selection of a health plan within fourteen (14) calendar days of the date of approval of MC+ eligibility, the state agency will select a plan ~~for~~ the member/recipient through the auto-assign process.
- b. The contractor should encourage all members of the family to ~~select~~ a health plan and a ~~primary~~ Care Provider. If a family or one of its members do not select a health plan, the individual or family member will be auto-assigned by the state ~~agency~~ to the same health plan as the MC+ eligible casehead.

- c. Historical program statistics on auto-assignments are included herein as Attachment 4.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2.53 Newborn enrollment – Babies that ~~are~~ born to a mother enrolled in a health plan at the time of the birth will be automatically assigned to the mother's health plan once the baby receives a DCN. The contractor shall not be responsible for the enrollment, but must ~~mail~~ a newborn ~~health~~ plan enrollment confirmation letter within three (3) working days of contractor notification by the state agency that the assignment has been made. The contractor shall be notified by nightly batch the day the assignment was made. The health plan is responsible for the newborn ~~from~~ the date of

birth ~~unless~~ the mother selects a different plan. In the ~~case~~ of newborns in alternative care, the caregiver ~~may~~ also select a different plan. There will be ~~situations~~ in which the ~~state~~ agency will ~~handle the enrollment manually for some alternative care cases.~~

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2.5.4 Children in State custody – Alternative Care **Cases** - The contractor shall allow **unlimited** health plan ~~changes to~~ children in state **custody** or foster ~~care~~ placement **based on** the needs of their foster ~~care situation~~. ~~Foster parents~~ will normally have the decision **making** responsibility regarding the health plan ~~that~~ will serve the foster child residing with ~~them~~. ~~However~~, there will be ~~situations~~ where the social **services** worker or the **courts** will select the health plan for the child. If a telephone caller identifies themselves as a foster parent the contractor must make every effort to confirm the identity of the foster parent **by** validating the **address**.

2.5.5 SSI opt out/in - MC+ eligible recipients receiving Supplemental ~~Security~~ Income (SSI) benefits or who meet the SSI medical disability definition may choose to stay in the **regular** Medicaid program. These individuals ~~may~~ choose to stay in the regular Medicaid program, ~~disenroll~~ from MC+ ~~once~~ enrolled, or they may choose to re-enter MC+ at any time.

- a. The contractor shall receive and handle the opt out requests, verifying the recipient's eligibility for SSI, and communicating the information to the ~~state~~ agency.
 - 1) The ~~state~~ agency will notify the contractor after confirming the recipient's SSI eligibility.
 - 2) At that time, the contractor shall complete the disenrollment ~~process~~ and must notify the recipient by letter of the completion of the opt out request and effective date of disenrollment. SSI opt outs are effective three days from state agency approval. Children in state custody may not choose to opt out.
- b. For those SSI eligibles selecting to opt in MC+, the contractor shall assist the recipient with a health plan choice and with completion of the enrollment. The contractor shall mail a confirmation to the recipient with their health plan choice and the effective date- SSI opt ins are effective fifteen days from the date of request.

2.5.6 Automatic Re-assignment

MC+ enrollees who lose Medicaid eligibility for a period of 90 days or less will be automatically re-assign⁴ by the state to the health plan the enrollee ~~was~~ in prior to losing eligibility- Breaks in eligibility longer than 90 days will not be automatically re-assigned but rather treated as new MC+ eligibles.

2.5.7 Primary Care Provider Selection

At the time of plan selection, the contractor should encourage recipients to select a participating **Primary** Care Provider with the selected health plan. Family members may select ~~the~~ same Primary Care Provider or they may each select a different one.

- a. The contractor ~~shall~~ provide the recipient with information ~~about~~ the available Primary Care Providers and shall provide assistance to them in making a selection. The contractor shall **NOT**, under any circumstances, select the **Primary** Care Provider for the recipient. The contractor must make every effort to attain at least a 70% ~~me~~ of Primary **Care** Provider selection at the time of enrollment with a health plan.
- b. If the contractor receives a request ~~from~~ the MC+ enrollee to change the **Primary** Care Provider in the absence of a request to change health plans, the contractor shall refer the MC+ enrollee back to their health plan.
- c. If a recipient indicates a dissatisfaction with their **Primary** Care Provider, the contractor must **inform the recipient of the appropriate complaint grievance procedure.**

PARAGRAPH HAS BEEN ADDED BY AMENDMENT #004

- 2.5.8** Grievances and Complaints – The contractor shall not intervene in grievances ~~between~~ recipients and health plans or providers. However, the contractor must be familiar with the complaint and grievance ~~procedures~~ of the state agency and must inform recipients and ~~enrollees~~ of the available procedures. The contractor must **refer** enrolled members and providers to the health plan for complaints and may also make referrals to the state agency.

26 Other Specific Requirements:

- 2.6.1 Confirmation of plan selection - Upon initial plan selection, newborn enrollment, open or re-enrollment, request for transfer, auto-assignment, or automatic re-assignment, the contractor must mail a confirmation letter to the MC+ enrollee within three (3) working days of the selection, newborn assignment, transfer, auto-assignment, or re-assignment date.

- a. The contractor may include one or more members of the same family on the same confirmation letter if the health plan selections are made at the same time.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- b. The contractor must include a minimum of the following information in the confirmation letter:

- 1) the recipient name,
- 2) DCN,
- 3) health plan name and member services telephone number,
- 4) effective date,
- 5) Primary Care Provider Selection,
- 6) **DELETED**
- 7) Return address and/or telephone number.

- c. An example of a confirmation notice used in the past is included as Attachment 5

2.62 Baseline health status information - At the time of initial enrollment into a health plan, the contractor must administer a brief questionnaire to the enrollee that collects baseline health status information.

- a. The contractor must include the baseline health status questionnaire form in the enrollment packet for mail-in purposes and must administer the questionnaire over the telephone at the time of a telephone enrollment or transfer request. If the mail-in enrollment does not include a completed questionnaire, the contractor must make an attempt to contact the recipient by phone for the information.

PARAGRAPH 2.6.2 b. HAS BEEN REVISED BY AMENDMENT #004

- b. The state agency will provide the contractor with the electronic format of the baseline health status questionnaire at the time of contract award. The contractor must transmit the baseline health status information to the state agency at the same time as the enrollment or transfer request, if the health status information is received. 1) However, if the health status information is missing and if the contractor is not successful in obtaining the information by the end of the day, the contractor must transmit the enrollment or transfer request without the health status information. 2) If the health status information is received at a later time, the contractor shall transmit the information to the state agency to include in the enrollment.

- c. A copy of the written questionnaire which must be included in the enrollment packet is included as Attachment 6.

2.63 MC+ eligible/enrollee education: During and after health plan and Primary Care Provider selection, the contractor shall provide both written and verbal general education to the enrollee regarding managed care and the MC+ program.

- a. The contractor must attend training provided by the state agency regarding managed care and the MC+ program in order to enable the contractor to educate recipients regarding such.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- b. All of the contractor's hotline and outreach staff must attend the required training provided by the state agency. It is expected that initial training will consist of at least ten (10) hours of face-to-face training with state agency staff. The state agency will prepare and provide manuals and scripts. 1) As plan benefits or enrollment policies change or new information becomes available, the contractor must attend additional on-going training provided by the state agency. 2) The contractor must train new staff of the contractor, unless otherwise specified by the state agency. Depending on the number of new staff or the situation, the state agency may require the contractor's new staff to attend state agency training.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

2.6.4 MC+ outreach requirements - As required by the state agency, the contractor shall provide on-going outreach as specified below for the purpose of providing an understanding of MC+, how it works, and its benefits, and to assist the MC+ eligible to make informed decisions.

- a. MC+ eligibles outreach: The contractor shall provide ongoing outreach to MC+ eligibles.

- 1) The contractor shall design, develop, and provide outreach materials to MC+ eligibles in the established regions and in any new MC+ regions that **may be established during the contract period. The contractor must obtain the prior approval of the state agency of any outreach materials and services/presentations prior to the use or distribution of such materials and services.**

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2) Outreach **services** and materials may include, but not necessarily be limited to: brochures, ~~flyers~~, posters, informational videos, public **service** announcements, and group presentations. The **state** agency has some videos, ~~however~~, it is anticipated that revisions shall be required for the contractor's needs.
- 3) The contractor shall ~~agree~~ and understand that the contractor's outreach ~~efforts~~ shall be more intensified when bringing up a new region or during reenrollment due to **health plan contract renewal.**

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- b. **Community outreach:** The contractor shall provide ongoing community outreach services to the regional communities primarily consisting of assisting ~~the~~ state agency with presentations **on MC+** using videos, slides, and/or fliers. If required by the state agency, the contractor shall conduct community outreach presentations in established and **any** upcoming MC+ regions. If required, the contractor shall include material such as brochures, videos, and flip charts as part of such community outreach presentations. However, the contractor must obtain the prior approval of the state agency for all material used and distributed in such outreach activities.

SUBPARAGRAPHS ~~c, d, and e~~ to PARAGRAPH 264 HAVE BEEN ADDED BY AMENDMENT #004

- c. The state agency estimates, but in no way guarantees, that approximately 70-100 outreach presentations may be necessary in new regions and decreasing numbers of presentations in regions with more experience. The contractor must **make** all arrangements and scheduling for all outreach presentations and ~~must~~ incur all associated costs. The state agency will assist in finding state offices for holding such presentations.
- d. The state agency estimates that updates and revisions to ~~written~~ and visual materials may be required by the contractor at the time of reenrollment for each region, when bringing up new regions, and when expanding a current region. In addition, changes to wording in written materials, newsletters, etc may be required by the state agency.
- e. The contractor may attend **consumer** advisory meetings that **are** held approximately one time per calendar quarter. In **addition**, the contractor may participate in or attend other groups such **as** LINC, WATCH, etc., if desired.

2.6.5 Capture third party resource information: The Contractor must capture third party resource (TPR) information by phone during the enrollment process.

- a. If a third party resource is indicated on the enrollment form, the contractor ~~must~~ **make** a follow-up phone call to the MC+ enrollee in order to obtain the required information,
- b. The contractor should gather the **third** party resource information at any time ~~direct~~ contact is made **with** the MC+ enrollee during health plan selection whether it is during initial enrollment for new enrollees, open enrollment, or a request for transfer.
- c. The contractor must obtain the following third party resource information **and** enter the information of a file and transmit such information to the state agency. The electronic layout for this file will be provided to the contractor after contract award.
 - 1) Recipient name
 - 2) Recipient DCN
 - 3) Policyholder name

- 4) Policyholder Social Security ~~Number~~
- 5) Policy Number
- 6) ~~Insurance~~ Company Name
- 7) Insurance Company Address
- 8) Group/Employer Name
- 9) Group/Employer Number

2.7 Performance Requirements:**PARAGRAPH 2.7.1 AND 2.7.1a HAVE BEEN REVISED BY AMENDMENT #004**

- 2.7.1 Hotline enrollment requirements: The contractor must establish and maintain a toll-free dedicated phone line for MC+ enrollment and inquiries. The contractor must be able to handle all enrollments made by phone. Therefore, the contractor must have available interpretive services and TDD ~~services~~ for the hearing impaired, ~~on an~~ **as** needed basis.
- a. The contractor must ~~tape~~ record all calls and must make all such tape recordings available to the state agency upon request. The contractor must ~~label~~ and design the ~~tapes~~ in such a ~~manner~~ to allow the contractor to easily identify the date and time of call so that the specific telephone call can be loaded on a cassette tape and delivered to the state agency. The contractor must deliver tapes for impromptu requests to the state agency within one working day of the requests. For those requests for ~~tapes~~ for contract monitoring or quality review purposes, the contractor shall be given one calendar ~~week~~ notice before the tape must be delivered. The contractor must retain all recordings on site for ~~six~~ (6) months.
 - b. The contractor ~~must~~ maintain a sufficient number of lines for the toll-free hotline to ensure that:

- 1) eighty (**80**) percent of all callers will not receive a busy signal and
- 2) those calls that are not blocked by a busy signal shall be acknowledged within thirty (30) seconds and shall be taken by an enrollment representative **within 180** seconds.
- c. The contractor shall accept calls Monday through Friday from 8:00 a.m. to 5:00 p.m. with the exception of scheduled national holidays.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- d. The contractor must ~~perform~~ traffic studies in coordination with the local phone company in order to provide the usage of the toll-free lines. The contractor shall provide ~~the~~ results of the traffic studies by providing the state agency with a standardized ~~report~~ every six (6) months documenting the number of calls coming in, ~~peak~~ times, etc. All costs related to these studies shall be the responsibility of the contractor.

2.7.2 Automated phone log: The contractor shall establish and maintain ~~an~~ automated phone log of all calls received by the contractor ~~from~~ MC+ eligibles and members. The contractor's automated phone log must be accessible on-line by the state agency. At a minimum, the automated phone log must contain: (1) the caller name, (2) relationship to MC+ eligible or enrollee, (3) caller telephone number, **(4)** MC+ eligible or enrollee name (if different ~~than~~ the caller), (5) MC+ eligible or enrollee DCN, (6) date of telephone call, ~~(7)~~ reason for telephone call. (8) response to telephone call, and (9) explanation of any necessary follow-up.

2.7.3 Mail-in applications for enrollment:

- a. The contractor must establish and maintain a **P.O.** Box for **all** mail-in enrollment applications and other written correspondence from MC+ members and eligibles-
- b. The contractor must date stamp each piece of written correspondence and each application on the date of receipt at the contractor's P.O. Box.
- c. By no later than one (1) working day after receipt by the contractor, the contractor must enter the information from all mail-in enrollment applications into the database ~~of the~~ on-line enrollment file.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- d. The contractor must retain at least a six month history of paper applications **on** site at the contractor's office and shall retrieve such application(s) within one **(1)** working day of request by the state agency. The contractor shall be permitted ~~to~~ maintain ~~the~~ "paper" applications in scanned form such as "computer images", "microfiche", etc., provided the state agency can access a "true image" of the actual application. An additional six (6) months of paper application history must be retained either on-site or off-site **and** must be retrievable ~~within~~ three (3) working days of request by the state agency.

2.7.4 Verification of enrollment application - The contractor must review **all** enrollment applications received by mail for completeness and accuracy of information such **as** recipient ~~information~~, Primary Care Provider selection, indication of potential third ~~party~~ resource, baseline health ~~status~~ information, or member or ~~parent/guardian~~ signature. If the application **contains** missing, incorrect, or illegible information the contractor must conduct the following follow-up activities to obtain the information needed.

- a. By no later than one (1) working day after receipt of the application, the contractor must attempt to make contact with the recipient by phone at least twice. The contractor must document all attempts to contact the recipient.
- b. If contact cannot be made by phone, the contractor must mail the recipient a letter requesting the missing information, by no later than one (1) working day following the ~~final~~ attempt to make phone contact.

PARAGRAPH 2.7.5 HAS BEEN REVISED BY AMENDMENT #004

2.7.5 Weekly status report: On a weekly basis, the contractor shall provide the state agency with a status report on all contractor phone and mail activity, in order to provide information about the number of calls and the number of recipients. At a minimum, the contractor shall include the following information in the weekly report:

- a. Number of calls received for health plan selection.
- b. Number of calls for transfer to another health plan.
- c. Number of calls regarding general MC+ issues.
- d. Number of calls regarding the grievance procedure.
- e. Number of applications received by mail.
- f. Number of applications received by mail requiring follow-up.

PARAGRAPH g. UNDER 2.7.5 HAS BEEN ADDED AND THE FOLLOWING SERIES OF LETTERS HAVE BEEN RENUMBERED h. THRU m.. m. HAS BEEN REVISED BY AMENDMENT #004

- g. Number of applications received in person.
- h. Number of health status forms received by mail or completed over the phone.
- i. **Number** of calls verifying a third party resource.
- j. Number of calls regarding SSI opt outs.
- k. Number of calls regarding SSI opt ins.
- l. Number of returned/undeliverable mail.
- m. Number of complaints received other than those regarding the grievance procedure. For purposes of this document a complaint is considered a general expression of dissatisfaction coming from the enrollee regarding the MC+ program, their health plan, Primary Care Provider, state policies, etc. A grievance is a more formalized complaint or disagreement typically resulting from an adverse act or decision.

2.7.6 Other operational reports: On a weekly basis, the contractor shall provide the state agency with status reports on enrollment. At a **minimum**, the contractor shall include the information listed below in the weekly reports. However, the contractor shall agree and understand that there may be additional reports requested on an on-going or ad hoc basis. The format and frequency of the additional reports will be defined in conjunction with the state agency and the contractor, based on data readily available to the contractor.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- a. The total number of enrollments by health plan, by MC+ region, by county, by age of the enrollee at the time of enrollment. (The state agency shall provide the appropriate age ranges to the contractor after contract award.)
- b. The total number of enrollments by health plan, by MC+ region, with a primary Care Provider selected at time of enrollment,
- c. A tally of requested transfers by MC+ transfer reason code, by health plan by MC+ region. A list of MC+ transfer reason codes are shown in Attachment 7.

PARAGRAPHS 2.7.7, 2.7.7 a, 2.7.7 b, AND 2.7.7 c. 1) HAVE BEEN REVISED BY AMENDMENT #004

2.7.7 Modification of enrollment system: During the course of the contract, the contractor shall make **modifications** to the contractor's enrollment system as requested and approved by state agency. **However**, the contractor must obtain the prior approval of the state agency prior to making any modifications. The state agency will make every effort to provide approval/disapproval for system changes within 3 to 5 working days after appropriate test documentation is received by the state agency. All such modifications shall be performed at no additional cost to the state agency. In addition, any increased operational **costs** as a result of such modifications shall not be paid nor reimbursed by the state agency.

- a. **Programming** hours: The contractor shall expend up to 200 hours of programmer man-hours per month towards the modification **task**. If not used during each month, the contractor shall "bank" the hours to the following month. Problem research and fixes performed as a result of contractor error shall not be counted against the above described programming hours. Ad hoc reports required by the state agency shall be included towards

the 200 hours. The contractor must attain system compatibility with the state agency system prior to implementation. System development or modifications needed to attain compatibility will not be counted toward the required 200 programmer man-hours per month. These hours shall not include the time of the MIS Coordinator.

- b. **Requests for system changes:** All modification tasks will be requested in writing by the state agency in a format agreed upon between the state agency and the contractor. Each request from the state agency will include a due date for completion of the task assigned by the state agency. 1) The contractor shall have three (3) working days in which to respond to the acceptability of the due date. If a modification task is extremely large, the contractor shall be permitted to request an extension of the three (3) day response time. The contractor must request the extension in writing within twenty-four (24) hours of notification by the state agency and must indicate a firm date upon which the contractor will respond. The state agency shall have the sole right to accept or reject the contractor's extension request. If rejected, the contractor shall have two (2) working days from the date of rejection to respond. 2) The state agency reserves the right to negotiate the due date with the contractor, however, the final decision remains with the state agency.
- c. Modification requirements:

- 1) The contractor may complete system modification work off site, **however**, the contractor must maintain a MIS director on-site to coordinate **all** system modifications. (See paragraph 2.7.11 b. for additional information on the MIS Director requirements.)
 - 2) The contractor must submit test documentation to the state agency upon completion of the modification on or before the agreed upon due date for review **and** approval. No system modification shall be implemented without prior written **approval** by the state **agency**.
- d. **Programming hours status:** The contractor must submit a report to the state agency on a monthly basis showing the number of hours expended and the **status** of **all** pending modifications.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

2.7.8 **Technical specifications:** The contractor shall establish and maintain a direct data line with the State of **Missouri**, Division of Data Processing to accommodate MC+ eligibility files, transfer of enrollment data, and State access to the automated phone log. The contractor shall be responsible for installation, maintenance, and operation of the line and all hardware and software used for access to the State's mainframe files and for the transfer of data.

- a. The contractor must have the data line in place and operational at least 30 calendar days prior to the start of operations per the contract.
- b. The contractor must be able to make and accept enrollment file updates from the state agency to reduce the need for scheduled reconciliations. The contractor shall **ensure** that the state agency and contractor enrollment files are in sync.
- c. Readiness testing - The contractor, in conjunction with the state agency, shall conduct a readiness test prior to the **start** of operations to establish the readiness to receive **and** transfer files and **begin** the enrollment process **as** described herein. The state agency will **make** every effort to facilitate and ensure the cooperation and transfer existing files.

PARAGRAPH 2.7.9 AND 2.7.9 a. HAVE BEEN REVISED BY AMENDMENT #004

2.7.9 **Transfer and Acceptance of electronic files:** In order to ensure timely, accurate, and successful health plan enrollment and plan notification, it is essential that files be transferred and accepted on a daily basis. The contractor shall comply with the following schedule regarding transferring of files **between** the state agency and the contractor:

- a. **Eligibility file:** The eligibility file will contain **all** MC+ eligibles and 1115 Waiver eligibles in either an approved or application **status**. The contractor shall upload these eligibility files and shall use the information in the enrollment process. The contractor shall **agree** and **understand** that the eligibility files shall be sent by the state agency and accepted by the contractor on a nightly basis from the Income Maintenance, Alternative Care **and** Youth Services systems through the Division of Data Processing. In addition, the state agency shall provide limited on-line access to some of the contractor's staff to the eligibility file
- b. **Provider networks:** The contractor **shall** assist MC+ eligibles and members in the selection of their health plan and Primary Care Provider by using the provider network **file that** will be transferred to the contractor **as** follows:
 - 1) Each of the health plans is **required** to submit their provider networks **to the** state agency in an electronic file format. **An** initial copy of each **health plan** provider network file will be electronically transferred to the contractor by the state agency at least 30 days prior to the start of operations pursuant to the contract.
 - 2) After the initial transfer, any adds, replacement or deletion of records will be transferred by the state agency and downloaded by the contractor on a **nightly** basis.
 - 3) A copy of the record layout for the provider network file is shown in **Attachment 8**.

- c. **Health plan enrollment file:** On the same day the contractor completes an enrollment or transfer, the contractor must electronically transfer the completed health plan enrollment file or transfer request to the state agency.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

2.7.10 **Ownership** - The contractor agrees that the State of Missouri shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all software, instructions, files, and documentation comprising the Missouri MC+ Enrollment System. This ownership does not include hardware.

- a. A fundamental obligation which shall be imposed on the contractor herein is the transfer by the contractor to the State of Missouri of all ownership rights in the complete MC+ enrollment system, including any and all performance enhancing software and operational plans, whether developed or obtained by the contractor in the course of performance under the contract or before it. This provision is not subject to limitation due to characterization of any part of the system as proprietary or by failure to claim for the cost thereof, but shall exclude commercially-available third-party proprietary software.
- b. The contractor shall transfer title to the complete system to the State of Missouri, including portions as they are created during the development tasks or as they are used in the operation of the system.
- c. The contractor shall convey to the state agency copies of system documentation, operating instructions and procedures, and all data processing programs, or portions thereof, which are developed by employees of the contractor or by any subcontractor as part of the contract.
- d. The contractor shall incorporate the provisions of this section in any subcontract which relates to the development or operation of the MC+ Enrollment System.

PARAGRAPH REVISED BY AMENDMENT #004

2.7.11 **Contractor personnel:** The contractor shall employ sufficient personnel on-site to ensure appropriate and efficient operations as described herein. At a minimum, the contractor shall employ the following personnel on site at the contractor's place of operation in Jefferson City, MO:

- a. **Site Director** - The contractor shall provide a full time site director who shall have overall responsibility for compliance with all contract requirements and authority to make decisions regarding day to day operations.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- b. **MIS Director** - The contractor shall provide a full time MIS director who shall report directly to the Site Director and shall have overall responsibility for the on-going maintenance of the MC+ Enrollment System and coordination of the modification task as described herein. The MIS director must have the experience and knowledge to understand and work directly with programmers and with state agency and fiscal agent staff or system issues.
- c. **Enrollment Counselor Supervisor** - The contractor shall provide a full time enrollment counselor supervisor who shall report directly to the Site Director and shall have overall supervisory responsibility for the day to day enrollment activities.
- d. **Special Services/Training Coordinator** - The contractor shall provide a special services/training coordinator who shall have overall responsibility for coordinating special projects, outreach services, and training.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- e. **Enrollment Counselors** - The contractor shall provide a sufficient number of enrollment counselors as hotline staff to assist recipients with enrollment and to have the responsibility for processing MC+ enrollment requests according to the requirements of the contract. The contractor should train at least one of the enrollment counselors to handle SSI Opt in/Opt out cases and other unusual enrollment issues.

2.8 Payment and Invoicing Requirements:**PARAGRAPH HAS BEEN REVISED BY AMENDMENT #001**

- 2.8.1 Payment for services shall not begin until after July 1, 1998. Beginning July 1, 1998, the contractor shall be paid monthly for services provided per the contract in accordance with the firm, fixed price stated in the contract for the applicable contract period as follows:

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #001

- a. Current enrollees: The contractor shall be paid monthly for all current MC+ enrollees. The contractor will be paid a firm, fixed price per enrollee for all required services, including all enrollment activity as described herein. The amount of such payment shall be equal to the firm fixed per person price specified on the pricing page multiplied by the number of enrollees in that month. The number of enrollees per month will be determined by the state agency using the MC+ Capitation Analysis Report which is run immediately following the MC+ capitation payment cycle.

PARAGRAPH HAS BEEN DELETED BY AMENDMENT #001**b. DELETED****PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004**

- c. 1115 Waiver Amendment Enrollees: The contractor shall be paid the firm fixed price per person for all 1115 Waiver Amendment eligible requests for health plan selection and transfer received and data entered on-line. This includes costs associated with all enrollment activity as described herein.

- 2.8.2 Beginning July 31, 1998, the contractor shall submit a monthly invoice to the state agency at P.O. Box 6500, Jefferson City for the amounts stated above.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 2.8.3 Other than the payments specified above (which shall not begin until after July 1, 1998), no other payments or reimbursements shall be made to the contractor for any reason whatsoever. The payments specified shall be the only payments paid to the contractor for compliance with and performance of all specific, performance, and contractual requirements of the contract.
- 2.8.4 Breach of Contract: The contractor shall agree and understand that failure to comply with any of the provisions and requirements in the contract shall be considered a breach of contract and shall be subject to the conditions stated in item # 17 of the Terms and Conditions related to cancellation of contract. The contractor shall understand that during any cure period, the state agency shall withhold payment to the contractor up to 100% of the monthly amount due.
- a. The actual amount to be withheld shall be determined by the state agency based on the circumstances of the contractual breach. The state agency shall notify the contractor of the amount of payment that will be withheld at the time of notification of the breach. The decision by the state agency regarding the amount to be withheld shall be final and without recourse.
- b. Only after the contractor cures the contractual breach shall the contractor be paid the amount of payment that was withheld by the state agency. If the contractor does not cure the breach, the amount withheld by the state agency shall be retained.

2.9 General Contractual Requirements:

- 2.9.1 Contract Period - The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in

excess of the **original** contract period. The Division of Purchasing and Materials Management shall have the **right, at its sole option**, to **renew the contract** for three (3) **additional one-year periods**, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such **right, all** terms and conditions, requirements and **specifications** of the contract shall remain the same and apply during the renewal period, pursuant to applicable renewal clauses of this document.

- 2.9.2 **Renewal Periods** - If the option for renewal is exercised by the Division of **Purchasing and Materials Management**, the contractor **shall agree** that the prices **stated** in the **original** contract **shall not** be increased in excess of the **maximum price** for the **applicable renewal period** stated on the Pricing Page of the contract.
- a. If the renewal price *spaces* are left blank on the pricing page then prices **during** renewal periods shall be the same **as during the original** contract period.
 - b. The Division of **Purchasing and Materials Management** does not automatically **exercise its** option for renewal based upon the maximum price and reserves the **right to offer** or to request renewal of the contract at **2 price less than the maximum price** stated.
- 2.9.3 **Contractor Liability** - The contractor **shall** be responsible for any and all injury or **damage** as a result of the contractor's **negligence** involving any equipment or service provided **under the terms and conditions, requirements and specifications** of the contract. In addition to **the liability** imposed upon the contractor on account of personal **injury**, bodily **injury** (including death), or property damage suffered **as** a result of the contractor's negligence, the contractor **assumes** the obligation to save the **State** of Missouri, including its agencies, employees, and **assigns**, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assigns, harmless for any negligent act or omission committed by **any subcontractor** or other person employed by or under the **supervision** of the contractor under **the terms** of the contract.
 - b. However, the contractor shall not be responsible for any injury or damage **occurring** as a result of any negligent act **or** omission **committed** by the State of Missouri, including its agencies, employees, and assigns
- 2.9.4 **Insurance** - The contractor shall understand and **agree that** the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any **liability incurred** or arising as a result of any activity of the contractor or **any activity** of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and **maintain** adequate liability insurance in the form(s) and amount(s) sufficient to **protect** the State of **Missouri**, its agencies, its employees, its clients, and the general public **against any** such loss, damage and/or expense related to **his/her** performance under the contract
- 2.9.5 **Contractor Status** - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal **and** financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee **insurance**, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of **Missouri**, its officers, agents, and employees, harmless from and against, any and **all** loss; **cost** (including attorney fees); and damage of any kind related to such matters.

- 2.9.6 Subcontractors - If approved by the State of **Missouri** in writing, the contractor may **subcontract** for those ~~senices described~~ herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of **all** contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held **harmless** from and against any and **all** claims of **damage, loss,** and cost (including attorney fees) of **any** kind related to a subcontract in those ~~matters described in the~~ contract ~~between~~ the State of Missouri and **the** contractor. The contractor shall **expressly** understand and agree that he/she **shall** assume **and** be solely responsible for **all** legal and financial responsibilities ~~related~~ to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or **services** in the contract ~~shall~~ in no way relieve the contractor of the responsibility for providing the equipment or services as **described** and set forth herein.
- 2.9.7 Minority Subcontractor Usage - The contractor shall make a **good** faith effort to obtain **minority** participation in **any** new subcontracting activities. The contractor **shall** have **as** a goal subcontracting at least five percent (5%) of the total dollar value of the contract to MBEs.
- a. If the contractor utilizes MBE subcontractors, the contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all subcontracting payments to **MBEs**. The ~~report~~ must include **MBE** subcontracting payments for the reporting period and for fiscal **year** to date. The ~~report shall~~ be submitted on a periodic basis as determined by the Division of Purchasing and Materials Management at the time of contract award. The Division of Purchasing and Materials Management will monitor the contractor's effectiveness in meeting the **minority** participation level indicated in the contractor's original bid.
 - b. In the event a current **MBE** subcontractor is unable to **satisfactorily** perform, the contractor shall make a good faith effort to replace the subcontractor with another MBE subcontractor. The contractor must secure written approval from the Division of Purchasing and Materials Management prior to the replacement of an MBE subcontractor. If the contractor proposes replacement of ~~an~~ **MBE** subcontractor with a non-MBE, the contractor **must** provide documentation of **any** and all efforts made to secure an **MBE** replacement. The Division of Purchasing and Materials Management shall have sole discretion in **determining** if the actions taken by the contractor constitute **a** good faith effort.
- 2.9.8 Coordination - The contractor shall fully coordinate all contract activities ~~with~~ those activities of the state agency.
- a. **As** the **work** of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or ~~the~~ Division of **Purchasing** and Materials Management throughout the effective ~~period~~ of the **contract**.
 - b. It is essential that health plan enrollment **and** member education be conducted in ~~the~~ most efficient and effective manner possible. The contractor **must** make all phone **and** mail selections and requests for transfers available to the state agency **and** subsequently to the health plans as fast **and** as error free as possible. The contractor **must** make all telephone contact and correspondence readily available to the state agency for **monitoring and follow-up**, if necessary.
- 2.9.9 Property of State - All reports, ~~documentation~~, and material developed or acquired by ~~the~~ contractor **as** a direct requirement **specified** in the contract shall become the property **of the** State of Missouri.

2.9.10 Security and Confidentiality - The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor **as** a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared **as** required by the contract shall be released to the public without the prior written consent of the state agency.

- a. The MC+ Enrollment System must be designed to be highly reliable and secure and to recognize the confidential nature of the **data** maintained by the contractor. The contractor must ensure that the enrollment system is in accordance with relevant industry principles of safeguarding confidential files. The contractor must treat **all** information, and in particular, information relating to recipients, which is obtained by the contractor through its performance under the contract, as confidential information to the extent that confidential treatment is provided under state and federal law.
- b. The contractor shall not use any information so obtained in any manner except **as** necessary for the proper discharge of its contractual obligations. All information **as** to personal facts and circumstances obtained by the contractor shall be treated **as** privileged communications, shall be held confidential, and shall not be divulged without the written consent of the state agency and the written consent of the recipient and/or his/her responsible parent or guardian, except **as** may be required by the state agency.
- c. The use or disclosure of information concerning recipients must be limited to purposes directly connected **with** the administration of the contract.

2.9.11 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the bid. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed **as** an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.9.12 Transition Requirements:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the state agency.

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 1) From the date of contract award ~~until~~ June 30, 1998 the contractor shall begin transitioning to **full** operation by working with the state agency and designee(s) to establish any necessary enrollment files required for start up, to have the enrollment system in place, to have packets ready to **be** mailed, and all other transition requirements. The contractor must complete all enrollment files by no later than June 1, 1997. During ~~the~~ transition time the contractor ~~shall~~ establish ~~an~~ enrollment system and be ~~staffed~~ in order to continue enrollment services without any delay or interruption of services.
- 2) Effective July 1, 1998 the contractor must be fully operational.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall **assist** the state agency to insure an orderly transfer of responsibility and/or the continuity of those services required **under** the terms of the contract to **an** organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- 1) The contractor shall deliver, FOB destination, all records, telephone tape recordings, documentation, reports, data, recommendations, master, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
- 2) The contractor shall agree to continue providing any part or all of the ~~services~~ in accordance with the terms and conditions, requirements ~~and specifications~~ of the contract for a ~~period~~ not to exceed ninety (90) calendar ~~days~~ after the expiration, termination or cancellation date of ~~the~~ contract for a price not to exceed those prices set forth in the contract.

29.13 Federal Funds Requirements - The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (**42 U.S.C. 1857(h)**), Section **508** of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (**40 CFR Part 15**), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the **U.S.E.P.A.** Assistant Administrator for Enforcement (EN-329). Contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 When submitting a bid, the bidder should include five (5) additional copies along with their original bid for a total of six.
- 3.1.2 To facilitate the evaluation process, the bidder is encouraged to organize their bid into distinctive sections that correspond with the individual evaluation categories described herein.
 - a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - b. The signed page one from the original IFB and all signed amendments should be placed at the beginning of the bid.
- 3.1.3 The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid.

3.2 Evaluation and Award Process:

- 3.2.1 After determining that a bid satisfies the mandatory requirements stated in the Invitation for Bid, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:
 - a. Cost..... 40%
 - b. Experience and Reliability 25%
 - c. Expertise of Personnel 15%
 - d. Method of Performance
- 3.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the bidder, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the bidder may be asked to make an oral presentation of their bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

3.3 Evaluation of Cost:

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #001

- 3.3.1 The objective evaluation of cost shall be based on the firm fixed per person prices using a quantity of 366,000 current enrollees and 130,000 1115 Waiver enrollees for each potential contract period. However, the State of Missouri does not warrant that the figure(s) stated above for the cost evaluation in any way reflect actual nor anticipated quantities of enrollees.

3.4 Evaluation of Bidder's Experience and Reliability:

- 3.4.1 Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. Therefore, the bidder is advised to submit any information which documents

successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

3.4.2 The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB. In particular, the bidder should document experience in providing the required services, including, eligibility, education, outreach, enrollment, and training:

- a. Name, address, and telephone number of client/contracting agency and a representative of that client agency who may be contacted for verification of all information submitted;
- b. Dates of the service contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.
- d. The above information may be shown on the form attached as Exhibit A to this IFB or in a similar manner.

3.4.3 The bidder should provide the following information documenting the reliability and stability of the bidder:

- a. Information on the ownership of the company (names and percent of ownership)
- b. Date the company was established
- c. Date the company began operation
- d. Audited financial statements and balance sheets for recent years (3)
- e. Statement of cash flow
- f. Names and address of independent auditors
- g. Documentation of Insurance Coverage
- h. Documentation of outstanding litigation and malpractice settlements since 1995.

35 Evaluation of Expertise of Bidder's Personnel:

3.5.1 The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

3.5.2 The bidder may utilize Exhibit B for summarizing the personnel information and should submit detailed resumes for proposed key personnel, especially for the Site Director, MIS Director, Enrollment Counselor Supervisor, Special Services/Training Coordinator, and Enrollment Counselors.

- a. If personnel are not yet hired, the bidder should provide detailed descriptions of the required employment qualifications and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.6 Evaluation of Method of Performance:

3.6.1 Bids will be subjectively evaluated based on the bidder's distinctive plan for performing the requirements of the IFB. Therefore, the bidder should present a written narrative that demonstrates the method or manner in which the bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.6.2** The method by which the proposed method of performance is written is left to the discretion of the bidder. However, the bidder is advised that the bidders proposed method of performance **needs** to describe the bidder's methodology and plans for serving the population and needs to demonstrate that the bidder is capable of complying with all requirements. The following method may be used:

On Exhibit C, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number **as an** item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

- 3.6.3** In presenting the method of performance, the bidder should submit or describe the following:

- a. Member Enrollment: This portion of the narrative should outline the bidders procedures for enrolling members into managed care plans and selection of **Primary** Care Provider. Bidders should also include procedures and experience in outreach and education of potential and current members.
- b. Baseline Health Data and other Data Collection: This portion of the narrative should describe the bidders procedures and experience in gathering health and other related data by mail and through phone interviews with potential members and current members.
- c. Operational Data Reporting: This portion of the narrative should describe the bidders **capability and experience in providing wide variety of reports and statistical data.**

PARAGRAPH HAS BEEN REVISED BY AMENDMENT #004

- d. Hardware and Software: **This** portion of the narrative should describe details of the hardware and software that will be used by the bidder to support the on-line enrollment system. Required reporting and monitoring, quality control, data transfer to the state agency, etc. should be thoroughly explained. In addition, the bidder should identify any commercially available products proposed to be used in the development of the system.
 - e. Other: The bidder should describe any other processes or techniques that will be used in the performance of the required services. Sufficient detail should be provided to document the bidders capabilities to perform the contract, **as** required.
- 3.6.4** The bidder should **also** provide a sequential step-by-step description of the **tasks** or events that are proposed to accomplish the requirements of the IFB and the number of workhours required to perform the **task** or event. In addition, the bidder should specify the personnel proposed to perform each **task** and the number of workhours each person will be working on **that** particular event.
- a. Exhibit D, Schedule of Events, may be helpful in presenting such **data** and should **be used** by the bidder. In the event of overlapping or concurrent **tasks**, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
- 3.6.5** The bidder should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of **service** personnel to management **and to** support personnel should be clearly illustrated.

3.7 Minority Participation:

- 3.7.1** In accordance with Executive Order 94-03, state agencies shall have a goal of awarding at least five percent **(5%)** of the total value of **all** contracts to businesses that qualify **as** minority business enterprises **(MBE)** as defined in RSMo **37.020**. MBE means a business **that** is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent **(51%)** of the ownership interest is held by minorities and the management and daily business operations

of which ~~are~~ controlled by one or more minority. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans or other similar racial groups.

- 3.7.2 In the event any bidder, including an MBE, proposes to subcontract for services and/or equipment described ~~herein~~, the bidder *must* make a good faith effort **prior** to submission of a ~~bid~~ to locate and contract with **MBEs** in order to meet the **minimum goal of 5%** of the ~~total~~ dollar **value** of the contract. Subcontract **work** shall be defined as work that provides a commercially **useful** function directly related to the delivery of the service/product required ~~herein~~.
- 3.7.3 The percentage level of minority participation proposed by the bidder and the **documentation** of efforts made to achieve the **5%** goal will be considered by the Division of **Purchasing and Materials Management** in determining if the bidder **has** satisfied the good faith effort requirement. Exhibits F and G are provided for the bidder's use in documenting efforts made to subcontract with **MBEs**.
- 3.7.4 Failure of the bidder to meet the 5% goal **or** demonstrate a good faith effort as determined by the Division of Purchasing and Materials Management shall result in rejection of the bid. The Division reserves the right to request additional information from bidders to determine responsiveness to the good faith effort requirement.
- 3.7.5 A listing of minority vendors registered with the Division of **Purchasing and Materials Management** is **available** on the Internet at the Division of Purchasing and Materials Management's home page address, <http://www.state.mo.us/oa/purch/purch.htm>. For bidders who do not have Internet access, information regarding registered minority vendors can be obtained by contacting the Division of Purchasing and Materials Management's Minority Purchasing Unit at (300) 592-6019 or (573) 751-4569.

PRICING PAGE HAS BEEN REVISED BY AMENDMENT #001

REVISED PRICING PAGE

A. The bidder shall provide a single price per person for current enrollees and a single price per person for new enrollees in the spaces provided for each potential contract period in the following table. All costs associated with providing the required services shall be included in the stated price(s).

Potential Contract Period	Current Enrollees (Line # 00001)	New Enrollees 1115 Waiver Amendment (Line = 00002)
Original Contract Period Firm Fixed Price	\$ Per Person	\$ Per Person
First Renewal Period Maximum Price	\$ Per Person	\$ Per Person
Second Renewal Period Maximum Price,	\$ Per Person	\$ Per Person
Third Renewal Period Maximum Price	\$ Per Person	\$ Per Person

B. Subcontracting - Indicate below if subcontractors will be used to fulfill the requirements of the contract, or if the bidder will provide all services and/or equipment on an independent basis.

If subcontractors will be used, indicate the percentage that shall be subcontracted to MBEs. If the percentage is less than 5%, the bidder must demonstrate good faith efforts made to meet the 5% goal.

If subcontractors are not proposed, the bidder shall be advised that if subcontracting is determined to be necessary after contract award, the requirements for minority participation and good faith effort shall apply as set forth herein.

Subcontractors will be used % MBE Subcontractor Participation

Subcontractors will not be used

EXHIBIT A
PRIOR EXPERIENCE

1. **Prior Senices Performed for:**

Company Name:
Address: -

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:
Address: .

Contact Kame:
Telephone Number:

Description of Prior Services(include dates):

3. **Prior Services Performed for:**

Company Name:
Address:

Contact Name:
Telephone Number:

Description of Prior Services (include dates):

EXHIBIT B

EXPERTISE OF BIDDERS PERSONNEL

Personnel	Background and Expertise of Personnel
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1.

(NAME)

(TITLE)
2.

(NAME)

(TITLE)
3.

(NAME)

(TITLE)
4.

(NAME)

(TITLE)
5.

(NAME)

(TITLE)
6.

(NAME)

(TITLE)
7.

(NAME)

(TITLE)

EXHIBIT C

METHOD OF PERFORMANCE

The bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Bid

EXHIBIT D
SCHEDULE OF EVENTS

The bidder should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "Completion Day" should be specified as a certain number of days from date of contract award until completion of the specific task. "Assigned Personnel" should be identified by name rather than project title unless such personnel are yet to be hired. "Workhours" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

Task or Event	Completion Day	Assigned Personnel	work hours
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EXHIBIT E

DOCUMENTATION OF MINORITY SUBCONTRACTOR PARTICIPATION

The following ~~information~~ is needed for each MBE proposed as a subcontractor.
(A separate ~~form~~ should be submitted for each MBE.)

Name of MBE firm: _____

Address: _____ Telephone No.: _____

City/State/Zip: _____ Fax No.: _____

Type of Business: _____

Officer: _____ Title: _____

Signature of MBE: _____ Date: _____

Describe the subcontract work to be performed. (Note: Subcontract work shall be defined as work that provides a commercially useful function directly related to the delivery of the service/product required herein.)

Indicate below the portion of the contract in terms of total dollars and percentage to be subcontracted to this MBE. In the event the total dollar value of the contract is unclear due to the nature of the contract, provide an estimate of the total dollar value and the percentage that shall be subcontracted to this MBE. Provide an explanation of the assumptions used in the development of such estimate.

\$ _____ = _____% (of total contract value)

(If MBE participation is less than 5%, bidder must demonstrate efforts made to achieve the 5% goal.)

Is the proposed subcontractor certified as an MBE firm by any federal government agencies, state agencies, State of Missouri city or county government agencies, minority supplier councils or other certifying entities or currently registered as a minority vendor with the Division of Purchasing and Materials Management?

- ____ Yes If yes, provide evidence of current certification or registration.
____ No If no, provide an affidavit of MBE status such as Exhibit G.

EXHIBIT F
DOCUMENTATION OF GOOD FAITH EFFORT

If subcontracting and no MBEs are proposed as subcontractors, or if less than 5% of the total dollar value of the contract will be subcontracted to MBEs, the bidder must demonstrate that a good faith effort has been made to achieve the 5% goal. Information submitted on this form, supporting documentation, or other sources of information will be used to determine the extent to which a good faith effort has been made. Determination of sufficient performance of these efforts is within the discretion of the Division of Purchasing and Materials Management.

Section A - Initial Efforts:

1.

Note specific efforts to identify potential MBE subcontractors. (i.e. Contacting the Division of Purchasing and Materials Management's Minority Purchasing Unit, minority business councils and trade associations, consulting minority business directories, etc.)
2.

Identify advertising efforts taken by your firm with the intent to recruit potential MBE subcontractors for various aspects of the project. (Provide names of newspapers, dates of advertisements and copies of ads.)
3.

Note specific efforts to contact in writing MBEs qualified to participate as subcontractors for the project in sufficient time to allow for their effective participation. (Provide name, address and telephone number of MBE firms contacted and dates and copies of correspondence/notices.)

(As a general guideline, sufficient performance of two of the tasks in Section A may be considered a good faith effort.)

Section B - Follow Up Efforts

4.

Describe efforts made by your firm to provide interested MBEs with sufficiently detailed information about specifications and requirements of the contract. (Submit copies of information provided to the MBEs.)
5.

Describe steps taken by your firm to divide work into portions to facilitate MBE participation.
6.

List reasons for rejecting MBEs which submitted bids.

(As a general guideline, if potential MBE subcontractors were identified through the steps taken in Section A, sufficient follow up by performing two of the tasks in Section B may be considered a good faith effort.)

EXHIBIT G

AFFIDAVIT OF MBE STATUS

A Minority Business Enterprise (MBE) is defined in RSMo 37.020 as a business that is a sole proprietorship, partnership, joint venture or corporation in which at least ~~fifty-one~~ percent (51%) of the ownership interest is held by minorities and the management and daily business operations of which are controlled by ~~one~~ or more minority. Minority is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native ~~Americans~~, Hispanic Americans, Asian ~~Americans~~ or other similar racial groups.

By signing below, the undersigned hereby affirms ~~that~~ he/she ~~or the company~~ that he/she represents ~~meets~~ the above definition of a Minority ~~Business~~ Enterprise.

Company Name

Mailing Address

City, State, Zip

Name and Title of Authorized Representative

FEIN No.

Signature

Date

STATE OF MISSOURI

DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS

INVITATION FOR BID

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

Agency and/or State Agency means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the Division of Purchasing and Materials Management (DPMM). The agency is also responsible for payment.

Amendment means a written, official modification to an IFB or to a contract.

Attachment applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.

Bid Opening Date and Time and similar expressions mean the exact deadline required by the IFB for the physical receipt of sealed bids by the DPMM in its office.

Bidder means the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.

Buyer means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.

Contract means a legal and binding agreement between two or more competent parties, consideration for the procurement of equipment, supplies, and/or services.

Contractor means a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.

Exhibit applies to forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.

Invitation for Bid (IFB) means the solicitation document issued by the DPMM to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.

Pricing Page(s) applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.

SMo (Revised Statutes of Missouri) refers to the body of laws enacted by the legislature which govern the operations of all agencies of the State of Missouri. Chapter 1 of the statutes is the primary chapter governing the operations of DPMM.

Shall has the same meaning as the word **must**.

Should means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict the requirements stated in the IFB to a single source. Any and all communication and bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DPMM, as indicated on the first page of the IFB. Such

communication should be received at least ten calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received by the DPMM less than ten calendar days prior to the IFB opening date may not be answered.

b. Bidders are cautioned that the only official position of the State of Missouri is that position which is stated in writing and issued by the DPMM in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

d. The IFB is mailed to potential bidders at the current address maintained on the vendor registration file in the DPMM. If any portion of the address is incorrect, the bidder must notify the buyer in writing upon receipt of the document. Any subsequent amendment to an IFB shall be mailed to the same address as the original IFB unless otherwise notified.

e. The DPMM reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BIDS

a. Bidders must examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.

c. Unless otherwise specifically stated in the IFB, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.

d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.

e. The following is only applicable to state agencies and political subdivisions submitting a bid. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an IFB, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the bidder, if such bidder is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the IFB. Any such bidder needs to include in the bid, a complete list of statutory references and citations for each provision of the IFB which is affected by this paragraph.

f. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

g. Prices shall include all packing, handling and shipping charges FOB destination; freight prepaid and allowed unless otherwise specified in the IFB.

h. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of the DPMM and officially clocked in no later than the exact opening time and date specified in the IFB.
 - b. The sealed envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
 - c. A bid may only be modified or withdrawn by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.
- Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so shall result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

5. FACSIMILE DOCUMENTS

Responses to IFB's and amendments to IFB's, including "no bid" responses and requests to modify a bid, must be delivered to the office of DPMM in a sealed envelope or container. Transmission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed bids containing faxed pages are acceptable. In addition, requests to withdraw bids may be submitted by facsimile but must be received by DPMM prior to the official opening date and time specified.

6. BID OPENING

Bid openings are public on the opening date and at the opening time specified on the IFB document. Prices shall be read or made available at the bid opening. However, the DPMM shall not repeat prices or other bid information via the telephone.

It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the office of the DPMM.

Bids which are not received by the DPMM prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened.

7. PREFERENCES

In the evaluation of bids, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.

In accordance with Executive Order 94-03, contractors are encouraged to utilize minority businesses in selecting subcontractors.

8. EVALUATION/AWARD

A clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DPMM to be in the best interests of the State of Missouri.

- c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.
- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DPMM reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DPMM reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, DPMM may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any award of a contract shall be made by written notification from the DPMM to the successful bidder. The DPMM reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers.
- i. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- j. The DPMM posts all bid results on a public bulletin board for a reasonable period after bid award and maintains all bid file material on microfilm for review by appointment for an indefinite period of time.
- k. The DPMM reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, and (3) DPMM's acceptance of the response (bid) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order".
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized SAM-553 (Purchase Order/Contract Release Order) Form except the state agency may authorize an obligation of less than \$25,000.00 pursuant to the terms of the contract without the official encumbrance of funds.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DPMM or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The Missouri Automated Procurement System (MAPS) has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the contract or purchase order number and must be itemized in accordance with items listed on the purchase order and/or contract. Failure to comply with this requirement may delay processing of invoices for payment.

- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.

Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The State of Missouri shall not make any advance deposits.

- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.

All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

No equipment, supplies, and/or services received by an agency of the State pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the State may have.

13. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

14. APPLICABLE LAWS AND REGULATIONS

The contract shall be construed according to the laws of the state of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.

The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

15. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

16. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

17. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach within 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

18. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

19. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

20. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

21. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

connection with the furnishing of equipment, supplies, and/or services under the contract, contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

The identification of a person designated to handle affirmative action;

The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

The exclusion of discrimination from all collective bargaining agreements; and

Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the OPMW shall take appropriate corrective action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever corrective action may be deemed most appropriate.

22. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

23. TITLES

The titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.